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Line Item Title **Document Number** Page Summary CLK06000187 Closed Captioning of House Floor 2 of 33 **Delivery Date** Line Item Unit of **Total Cost** Number Issue **Unit Price** Description (Start Date to End Date) Quantity (Includes Discounts) 0001 Base Period - Closed Captioning of 36.00 televised House Floor (01/01/2007 to 12/30/2009) 3 year Base - 01/01/2007 thru 12/30/2009

0002 Option Year 1 12.00 OPTION PERIOD (01/01/2010 to 12/30/2010) 0003 Option Year 2 12.00 ea OPTION PERIOD (01/01/2011 to 12/30/2011) 0004 Option Year 3 12.00 ea OPTION PERIOD (01/01/2012 to 12/30/2012)

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The U.S. House of Representatives requires the services of a qualified Contractor to provide full scale, real-time verbatim closed-captioning of the televised House floor proceedings for individuals who are hearing impaired. The Offeror shall provide its price quotation in Section B.4 Closed-Captioning Services Pricing Schedule.

B.2 DESCRIPTION OF SERVICES

The Offeror shall provide the manpower, materials and equipment to provide closed-captioning service for the House in accordance with the Section C work requirements. At the commencement of the contract period and continuing throughout the term of the contract, the Offeror shall provide 98.6% accuracy of verbatim captioning at the average rate between 225 to 250 words per minute for live broadcast. The Offeror will be required to provide the services gavel-to-gavel for each daily session of the House. Closed-captioning services for broadcast on each calendar day in which the House is in session shall be created from an audio-only feed of House floor proceedings provided by the House Recording Studio and transmitted to Offeror via modem. It is estimated that up to, but not limited to, 1,200 hours of captioning will be required for each 12-month period. Distribution of these hours over the calendar year will be variable and generally, unpredictable. At a minimum, captioning services will commence at the beginning of each calendar day on which the House is in session and end when that day's session is adjourned. The target population to be served by this service consists of persons with hearing impairments (and who are unable to receive or understand the audio portion of a television program with or without amplification) and persons learning English.

B.3 TERMS OF CONTRACT

This contract is a firm, fixed-price (FFP) type contract. The contract will have an initial base period of three (3) years (01/01/2007 through 12/30/2009) with three (3) annual renewable options thereafter. Preliminary written notice to the Contractor of the House's intention to exercise these options will be at least 90 days before the contract expires. The preliminary notice does not commit the House to an extension. The total duration of this contract, including the exercise of any options under this clause shall not exceed six (6) years. The Offeror shall not invoice, nor will the House pay, for services not listed in Section C herein. Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

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B.4 CLOSED-CAPTIONING SERVICES PRICING SCHEDULE

The Offeror shall provide full-time, gavel-to-gavel closed-captioning services at an accuracy rate of 98.6% at the average rate of 225 to 250 words per minute, to the House. The Offeror shall furnish all personnel and equipment required to provide closed-captioning services to the House from a location exclusive from the U.S. Capitol grounds, including the U.S. Capitol Building and the buildings of the U.S. House of Representatives and the U.S. Senate.

Item Number	Service and Price Schedule	Quantity	Unit	Unit Price	Amount
01	Base Period: 36 months				
01A	Months 1 through 12	12	mo	\$	\$
01B	Months 13 through 24	12	mo	\$	\$
01C	Months 25 through 36	12	mo	\$	\$
02	Option Year 1: Months 37 through 48	12	mo	\$	\$
03	Option Year 2: Months 49 through 60	12	mo	\$	\$
04	Option Year 3: Months 61 through 72	12	mo	\$	\$

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTION OF WORK

C.1 SCOPE OF WORK

The successful Offeror shall provide the necessary personnel, material and equipment to provide verbatim closed-captioning services of the televised floor proceedings of the U.S. House of Representatives (House) at the start of each daily session and ending at time of adjournment.

C.1.1 DESCRIPTION OF SERVICES

At the commencement of the contract period, the Offeror will be ready to perform full scale, gavel-to-gavel, real-time verbatim closed captioning for broadcast of the House televised floor proceedings with the convening of the next daily session of the House and will continue such service with each successive daily session of the House through the contract performance period. The services will start upon the opening of each session on each calendar day in which the House is in session, and end upon the adjournment of the day's session. For informational purposes, Section J - Appendix D is a listing of the House Legislative Activity in recent years. The Offeror will provide closed-captioning on a real-time basis from an audio-only feed of House floor proceedings provided by the House Recording Studio and transmitted to Offeror via telephone. Captions will be transmitted via modem to the House Recording Studio in the form of a data string. The cost of transmission will be borne by the Offeror.

The incumbent Contractor receives televised coverage (audio and video) while the House is in session via telecast on the C-SPAN network. The incumbent Contractor receives this audio and video signal independent of the House, and this C-SPAN coverage is not a requirement of the current contract. The incumbent Contractor does not rely on a local cable affiliate to provide this C-SPAN telecast, but monitors both the nationally distributed satellite feed and the local cable affiliate to assure uninterrupted, high quality reception.

Additionally, the incumbent Contractor receives the main, audio-only feed directly from the House Recording Studio via telephone. This audio-only transmission is necessitated due to instances when C-SPAN opts not to broadcast all floor activities while the House is in session, or in the event that the incumbent Contractor suffers a temporary loss of their independent C-SPAN feed. The incumbent Contractor, in turn, encodes the audio portion of the floor activities and returns the signal, in the form of a data string, exclusively to the House Recording Studio via modern. The House Recording Studio then splits and transfers the data feed to the House's two insertion devices (EN-470-D1 Smart Encoder III). The two encoders add the data as captions to the House's internal broadcast and to the C-SPAN television signal.

In accordance with this service, the incumbent Contractor will only transmit captions or the recording thereof, to the House, and will monitor and verify the captions/signals via the C-SPAN Television Network to ensure that they are being fed properly to the House. Therefore, the prospective Offerors responding to this RFP must ensure that equipment used to close-caption the House floor proceedings is capable of receiving and/or transmitting signals that are compatible with Model EN-470-D1, Smart Encoder III, and are encouraged to follow the same or similar process (as the incumbent Contractor) to maintain the integrity of the system. The Smart Encoder III, Model EN-470-D1, is manufactured by EEG Enterprises, Inc., 586 Main Street, Farmingdale, NY 11735. Section J - Appendix C includes the data input characteristics of Model EN-470-D1, Smart Encoder III. The House will utilize current industry standards. In the event the Smart Encoder is replaced or upgraded with a new one, the successful Offeror awarded a contract under this RFP shall ensure that equipment used to close-caption the House floor is compatible with any new unit.

C.1.2 PERFORMANCE STANDARDS

The accuracy of closed-captioning services provided under this contract will be the sole responsibility of the Offeror. During the term of this agreement, the Offeror will maintain the level of accuracy of closed-captioning services provided under this contract at not less than 98.6 percent accuracy at the average rate of 225 to 250 words per minute. Failure to comply with this standard may be grounds for liquidated damages and/or termination. The Offeror will be responsible for responding in a timely manner to complaints or other notices or advice regarding inaccuracies in closed-captioning. The Offeror will coordinate any such response to a House office through the Contracting Officer.

The House will make a best effort to provide materials to the Offeror throughout the term of the contract that will assist the Offeror

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in the creation of captions. Specifically, the House, through the CO, agrees to provide official Member photos. Similar and duplicate names lists, weekly Whip's notices, and other supporting information will be made available via website access.

C.1.3 BROADCAST CREDITS

At the opening and close of each House session, the Offeror will provide the following credit, the substance of which applies to the Offeror's actions as well:

"Captioning Made Possible By (insert Contractor's name) In Cooperation With The United States House of Representatives. Any Use of The Closed-Captioning Coverage of The House Proceedings For Political Or Commercial Purposes Is Expressly Prohibited By the United States House of Representatives."

C.1.4 PLACE OF PERFORMANCE

The Offeror shall provide verbatim closed-captioning services from a site exclusive from the U.S. Capitol Grounds, including the U.S. Capitol Building and the buildings of the U.S. House of Representatives and the U.S. Senate.

C.1.5 CONTINUANCE OF SERVICE

The successful Offeror shall provide verbatim closed-captioning services whenever the House is in session.

C.1.6 STAFFING REQUIREMENTS

All Offeror personnel assigned to work under this contract shall be fully qualified, experienced, trained, and physically able to perform the work required. The Offeror further agrees to ensure that all employees are trained to:

- . Understand performance expectations
- . Have the skills and knowledge to meet performance expectations
- . Know, and can use, new and upgraded products and techniques
- . Understand and can adjust their methods to meet industry trends
- . Be able to consistently meet or exceed the expectations of the House

C.1.7 KEY DELIVERABLES AND SCHEDULE PRIOR TO COMMENCEMENT OF SERVICES

At any time after the contract award date and prior to the commencement of the contract, the Offeror may request of the CO, videotapes of the floor proceedings and other such materials as may be reasonably necessary to assist the Offeror with Member identification and in preparing for the creation of captions. Any videotapes provided to the Offeror remain the property of the House and shall be returned to the CO prior to the commencement period of the contract.

Exhibit 1 below is a schedule of the key deliverables prior to commencement of work. A definition of each deliverable is provided herein. The deliverables pursuant to Exhibit 1 shall be considered as "not separately priced" items.

Exhibit 1: Schedule of Key Deliverables Prior to Commencement (Based on an estimated contract start date of January 1, 2007).

Deliverable	Description	Start Date	Finalized
1.7.1	Kick-off Meeting and Finalization of Procedural Plan	-	10/06
1.7.2	Phase-In Operations	11/06	12/06
1.7.3	Operational Preparedness Review and Report	12/06	12/06

C.1.7.1 PROJECT "KICK OFF" AND FINALIZE PROCEDURAL PLAN

Following contract award, the Contractor shall conduct a project "kick off" meeting, in which the selected provides an overview of the engagement approach, introduces key personnel, and discusses the "rules of engagement" or communication

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protocols for the project. The purpose of this meeting is to review goals and objectives and the Contractor's approach to tasks as specified in the procedural plan of the proposal. The meeting will provide management information for use by the Contractor and the CO in monitoring the work to be performed, the timeliness of performance, and the resources to be used.

C.1.7.2 PHASE-IN OPERATIONS

The Contractor's key personnel, as identified in the Contractor's proposal, shall observe any operations of the current closed-captioning operation and any other operations as deemed necesary by the Contractor that will enable his personnel to become both knowledgeable in, and familiar with, their assigned areas of responsibility. The Contractor shall ensure, during phase-in activities, that there is no interference with House activities and that discussions with current Contractor employees while they are on duty are coordinated by the CO, or her designated representative. The Contractor shall coordinate all visits in advance and arrange to be accompanied by the COR previously designated for that purpose, and the Contrator's activities shall be confined to those which can take place prior to the contract period.

C.1.7.3 CONDUCT OPERATIONAL PREPAREDNESS REVIEW AND REPORT

The Contractor shall conduct and successfully complete a "pre-live" preparedness review. The Contractor shall prepare a comprehensive checklist, which is aligned with the overall work requirements and approved procedural plan, that demonstrates all systems are in place and fully functional prior to actual system "cut over" from the incumbent Contractor. As part of this review, the CO may require the Contractor to submit a real-time captioning test from proceedings of the CO's choosing to ensure the Contractor's readiness to initiate full scale, real time verbatim closed-captioning for broadcast of the House televised floor proceedings and evidence of technical capability to receive and transmit the necessary television signals. A report shall be provided for review and approval by the COR ten (10) days prior to the start date.

C.1.8 WRITTEN STATUS REPORTS

After award of the contract, the Contractor shall provide quarterly written status reports within ten (10) working days after the start of a new quarter to the Contracting Officer's Representative (COR). The status report shall include:

- . Contract Number and Reporting Period
- . Contractor Manager Name
- . Hours and Dates of Closed-Captioning Services provided during the period
- . Major Events during the period
- . Problems identified by the House broadcast studio and resolution status
- . Problems related to volume and multiple feeds and resolution status
- . Documentation of the accuracy-level achieved during the period
- . Any outstanding issues

C.1.9 STATUS BRIEFINGS

The Contractor shall hold a quarterly status briefing with the COR, House Recording Studio Personnel (if required) and the Contracts Administrator. This meeting will include discussions of the overall contract performance.

C.1.10 PHASE-OUT PROVISIONS

The Contractor shall provide a plan describing actions, plans and procedures to a smooth transition from contract performance in the current term to performance, perhaps by a different Contractor, in another term. It is the goal of the House to suffer no degradation in service from start-to-finish. Phase-out plans shall include provisions for completion of appropriate Contractor responsibilities should there be a contract termination proceeding.

The Contractor shall present a detailed plan for any phase-out period, regardless of precipitating reasons. The plan shall include procedures for minimizing impact on operations in compliance with requirements in the contract. It shall also (1) present procedures for retaining the required staffing level (including key personnel) necessary to provide complete contractual support through expiration of the contract, and (2) decribe in detail how responsibility and accountability will be relinquished for all House-owned furnished equipment (if applicable).

The Contractor shall coordinate all activities and work cooperatively with the incoming Contractor and/or House

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employees to effect a smooth and orderly transition at the end of the contract period. The Contractor shall remove all Contractor-owned equipment not transferred to the House from any House-furnished space by midnight of the last day of the contract (if applicable).

C.1.11 CUSTOMER COMPLAINT AND MONITORING SYSTEM

The Contractor shall maintain a customer service system to record and monitor complaints from customers along with an effective resolution process. The Contractor shall respond to all customers complaints in a timely manner and provide a summary of complaints and resolutions as part of the quarterly written status reports.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the Contractor.

D.2 HC.4.004 MARKING

AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number for which the information is being submitted.

D.3 HC.4.005 PACKAGING

AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F.4 Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the Contractor's work.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.
- f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.2 HC.6.007- SUSPENSION AND DEBARMENT CLERK

MARCH 2003

- a. Suspension of a Contractor temporarily disqualifies that Contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The Contracting Officer initiates suspensions.
- (1) When the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the Contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the Contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CO to exclude a Contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the Contracting Officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment
- (2) A notice of proposed debarment shall be issued by the Contracting Officer advising the Contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;

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- (b) Of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based:
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the Contractor or its representative may submit to the CO, in writing through the Contracting Officer's representative or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CO makes a determination to impose debarment, the Contracting Officer shall give the Contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CO determines that limited business dealings between the House and the Contractor are justified.
- d. The decision of the CO on the merits of a debarment shall be final. A decision may be appealed by the Contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CO failed to follow the procedures established herein.

F.3 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the Contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The Contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the Contractor.

F.4 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the Contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the Contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the Contractor.

F.5 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.

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- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
- (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.2 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Purchase Order/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the Contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)
Period of Performance
Brief Description of Item
Quantity Delivered
Unit Price / Extended Price
Total Price of all deliverables contained on Invoice
Payment Terms, if appropriate (Example: 2% 10 - Net 30)

- d. The House does not pay federal, state or local taxes unless mandated by law.
- e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.3 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized Contractor representative(s) may meet at times to be determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the Contractor any House-

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related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract. Meeting may be by conference call at the discretion of the COR.

G.5 HC.7.007- AUTHORIZED HOUSE REPRESENTATIVES CLERK

MARCH 2003

a. Contracting Officer:

Karen L. Haas, Clerk of the House, Office of the Clerk Room H-154, The Capitol, U.S. House of Representatives Washington, DC 20515-6601

Telephone: (202) 225-7000

Fax: (202) 225-1776

The Contracting Officer has the overall responsibility for the award and administration of this contract. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- · Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- · The CO is required to approve all contract modifications, including cost changes.
- b. Contracting Officer's Representative:

Joe Strickland, Office of Official Reporters, Office of the Clerk 1718 Longworth House Office Building Washington, D.C. 20515-6601 Telephone: (202) 225-2627 Fax: (202) 225-3308

The Contracting Officer's Representative (COR), to be appointed by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the Contracting Officer's Representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the Contracting Officer and Contract Administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving Contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the Contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- · Reviews and approves the status from, and performance reports on, the Contractor.
- · Processing of Contractor invoices.
- · Submission of a quarterly summary report to the Contracting Officer The COR will prepare a quarterly summary report to be provided to the CO. The quarterly summary report, based on the Contractor's status reports, performance reports, and a synopsis of the quarterly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.

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- · Providing the Contract Administrator with all contract related documents (e.g. signed invoices, reports) for the official contract file.
- c. Contract Administrator:

V'Anne Tugbang, Office of the Clerk Room H-154, The Capitol, U.S. House of Representatives Washington, DC 20515-6601 Telephone: (202) 225-7000 Fax: (202) 225-5888

The Contract Administrator (CA) prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or Contractor on behalf of the CO.

The CA is also responsible for:

- · Ensuring all required documents are in the contract file.
- · Attending status meetings on behalf of the CO.
- · Reviewing invoices and written reports.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

a. The Contractor shall identify the Authorized Contractor Representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone:

Fax:

E-mail:

- b. The ACR shall provide periodic status reports to the COR pursuant to clause C.1.8 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.
- c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and Contracting Officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the Contractor proposes to mitigate the delay. This notification does not relieve the Contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

- a. The Contractor shall assign key personnel by name and title. The Contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. Key Personnel includes Program Manager, Authorized Contractor Representative (ACR) and Captioners.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel

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are subject to approval of the CO. The Contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from Contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the Contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.8 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the Contractor to review contract administration issues, unless the House and the Contractor determine that such a conference is not necessary.

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.013 DELEGATION OF AUTHORITY

AUGUST 2002

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

G.11 HC.7.017 REMITTANCE ADDRESS

AUGUST 2002

The Contractor shall identify the address to which payments shall be made, if different from that of place of business. be mailed to:	Payments are to

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G.12 HC.7.025 RELEASE OF CLAIMS

FEBRUARY 2005

After completion of work, and prior to final payment, the Contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.2 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the Contracting Officer.

H.3 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Section J) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.4 HC.8.008 WARRANTY

JUNE 2001

- (1) All warranty rights applicable to House owned equipment shall apply and pass through to any House designated Contractor/vendor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The Contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.
- (2) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.
- (3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the Contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the Contractor's published time and materials rates. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

H.5 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and Contractor agree that all data procured under this contract and data transferred by the House to the Contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The Contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House Contracting Officer. This includes Freedom of Information Act (FOIA) requests.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The Contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the Contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS

MAY 2001

- a. In connection with the performance of work under this contract, the Contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The Contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 HC.9.003- DISPUTES CLERK

MARCH 2003

Any dispute shall be decided by the Contracting Officer (CO), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within thirty (30) calendar days from the receipt of such copy, the Contractor may appeal in writing by mail to the CO. The CO's decision shall be final. The Contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the Contracting Officer for this contract.

I.5 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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I.6 HC.9.009 COMPLIANCE WITH ALL LAWS

JUNE 2002

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to execute, upon the House's request, the House's standard form of Certification of Compliance covering any law or regulation, which Certification of Compliance form, upon execution by Contractor, shall become a part hereof without further reference thereto. Contractor further agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by Contractor of items which do not meet the requirements of any applicable laws or regulations.

I.7 HC.9.010 LIABILITY OF THE HOUSE

JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.8 HC.9.011 LIABILITY OF THE CONTRACTOR

JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to Contractor while in Contractor's possession or otherwise under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by Contractor at Contractor's expense.

I.9 HC.9.013 GRATUITIES

JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, Officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, Officer, or employee of the House shall share any personal benefit of this order.

I.10 HC.9.014 ASSIGNMENT

JUNE 2002

Neither this order nor the obligation of Contractor to perform hereunder shall be assigned or delegated by Contractor without the House's consent. Work must be performed by Contractor's employees and may not be delegated to free-lance captioners. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from Contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of Contractor and not withstanding the House's act of accepting or paying for any shipment or similar act of the House.

I.11 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising therefrom.

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work. The Offeror certifies by submission of this proposal and resultant contract that the Offeror has not publicly or privately colluded with any other Offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The Offeror shall furnish company financial data for the last five (5) years at a minimum. To comply with this requirement, the Offeror shall furnish copies of audited financial statements. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed. The Offeror's financial statement will be analyzed and considered in the award process.

K.3 HC.11.003 INSURANCE INFORMATION

JULY 2001

- Carriers
- Limits and excess coverage or employer liability and general liability
- Worker's Compensation insurance experience modification

K.4 HC.11.004 COMPANY BACKGROUND

JULY 2001

All Offerors will be required to submit proposals to include the following information concerning the company background:

- Legal name of the company.
- Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Equal opportunity policy and compliance with House standards.
- Current staffing document.
- g. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- Key point of contact list and telephone number; include cell and fax number.

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K.5	HC.11.006	QUALITY INFOR	MATION	JULY 2001
Qualit	y Policy			
	b. Total quality	management process, if	any	
	c. Quality repo	rting to client		
	d. Customer sa	tisfaction guarantees and	assurances	
K.6	HC.11.007	ELIGIBILITY FOR	RAWARD	JULY 2001
or oth offer, with o antitro destru	nerwise rendered in been convicted of obtaining, attemptial ust statutes relating action of records, re	neligible for award of a fe for had a civil judgment rang to obtain or performing to the submission of off making false statements o	of a contract resulting from this solicitation are deral government contract, nor has the Offerd endered against them for: commission of frange a public (Federal, state or local) contract or lers; or commission of embezzlement, theft, for receiving stolen property; and, is not present commission of any of the offenses enumerated.	or within a 3-year period preceding this ad or a criminal offense in connection r subcontract; violation of federal or state forgery, bribery, falsification or atly indicted for, or otherwise criminally
K.7	HC.11.009	PERIOD FOR ACC	CEPTANCE OF PROPOSAL	JULY 2001
In the	event the Offeror ded that the House	receives award of this co	entract, the award shall be based on the prices contract within ninety (90) calendar days after	s set forth in the Offeror's proposal er receipt of the offer.
K.8	HC.11.016	DUN & BRADST	REET NUMBER	AUGUST 2002
Offer	or's Dun and Grad	Istreet Number	·	
K.9	HC.11.019	SIGNATURE		AUGUST 2002
	tify that these reproved and belief.	esentations, certifications	, and other statements are complete and accur	rate to the best of my information,
	NA	ME OF OFFEROR	DATE	
,		NATURE OF PERSON UTHORIZED TO SIGN		

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one (1) original, six (6) copies, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House's requirements. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Mailed proposals shall be submitted to the following address:

Joe Strickland 2020 12th Street, NW Suite 504 Washington, D.C. 20009

The electronic submission, in MS Word format, shall be submitted to **v.anne.tugbang@mail.house.gov** by Tuesday, July 11, 2006 at 2:00 PM. Facsimile proposals will **NOT** be accepted.

L.2 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES

JULY 2001

Proposals hand carried will be delivered to room B-61 of the Cannon House Office Building - the Office of the Contracts Administrator (sealed offers only) not later than 2:00 p.m. July 11, 2006. Hand carried offers must be delivered and contact must be made with the above office by the date and time shown on Section A. All proposals, however delivered, must be complete and timely. Offerors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six hours. Delays caused by such security screening will not be considered the fault of the House.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS J

JULY 2001

- (1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:
- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or
- (2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- (3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (4) The only acceptable evidence to establish the time of receipt by the CO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CO.
- (5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

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(6) Proposals may be withdrawn by written notice or e-mail received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or e-mail if authorized, The Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.008- INFORMATION DISTRIBUTION AND CONTACTS CLERK

MARCH 2003

It is the intention of the House to provide equal treatment of all Offerors involved in the proposal and award process. To achieve this goal we intend to provide all information relevant to the process to all participating Offerors. Such information will include the distribution of all questions and answers to all participants. All questions from Offerors should be submitted in writing.

The primary contact for all communications and questions is:

V'Anne Tugbang U.S. House of Representatives Office of the Clerk H-154, The Capitol Washington, D.C. 20515-6601 Phone: (202) 225-7000

Questions may also be submitted by email to: v.anne.tugbang@mail.house.gov or fax at: (202) 225-5888 no later than June 22, 2006 at 2:00 p.m..

All writen communications should clearly indicate RFP designation of: "CLK06000187."

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

Offerors who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed-in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

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(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L.7 HC.12.010 CONTENT OF PROPOSALS

JULY 2001

The Offeror shall submit six (6) copies, one (1) original, and one (1) electronic version in MS Word format of their proposal in response to this RFP by Tuesday, July 11, 2006, at 2:00 PM EDT. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and RFP Number. The electronic version, in MS Word format, shall be submitted to **v.anne.tugbang@mail.house.gov** by Tuesday, July 11, 2006 at 2:00 PM. All written communications should clearly indicate the RFP designation of: "CLK06000187".

Schedule for the Bidding Process and Captioning Transmission Test:

- a. Question and Answer Schedule. The Offeror may submit questions in writing via email to the Contract Administrator identified above by 12:00 (noon) EDT Tuesday, June 13, 2006.
- b. Pre-Proposal Conference. The House will host a pre-proposal conference on Friday, June 9, 2006. Each attendee will be required to sign an Affirmation of Non-Disclosure (see Section J Appendix A). The House will provide a detailed walk through of the RFP and will host a question and answer session.

Due to security requirements, the Offeror will only be permitted three (3) attendees for the pre-proposal conference. Attendees must be registered with the Contract Administrator in the Office of the Clerk by 12:00 (noon) PM EDT, Wednesday, June 7, 2006. Register via phone at (202) 225-7000 or by e-mail: v.anne.tugbang@mail.house.gov.

c. As part of the bidding process, all Offerors will be required to perform a remote, live caption transmission test. The House Recording Studio will transmit a two-hour audio-only broadcast of House proceedings to the Offeror via phone line. The Offeror will produce live closed-captions and will transmit the captions in the form of a data string to the House Recording Studio for encoding and recording. Offerors should produce captions using the method and technology proposed in their proposal, to include multiple captioners, same or similar equipment, and backup technology. The recorded results will be evaluated for accuracy of captions, continuity and consistency of captions as between multiple captioners, and compatibility of transmission modalities.

The content of the audio-only broadcast will be a recording of actual House floor proceedings with multiple speakers.

Date and time for testing will be established by the Contracts Administrator, in communication with the Offeror. Questions regarding test setup and execution must be submitted by June 15, 2006.

This live caption transmission test is very important and will be weighed at 30 percent of the evaluation process towards the ultimate award of this contract. An Offeror unwilling or unable to successfully participate in this testing procedure will be deem ineligible for contract award.

The following schedule applies to submission of quotes for this RFP:

Pre-Proposal Conference Submission of Questions* Captioning Transmission Test Written Request for Proposal (RFP) Due Estimated Contract Award Date June 9, 2006 June 13, 2006 June 19 and 23, 2006 July 11, 2006 September 2006

*Questions must be submitted in writing to the Contract Administrator listed on Page 19 of this RFP, by e-mail, by 12:00 (noon) PM EDT.

Organization of Proposal

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Each proposal shall be divided into three seperate parts:

1. Section I: Technical Approach

2. Section II: Corporate Capabilities/Past Experience

3. Section III: Price Proposal

Each section shall be complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Sections I and II, properly identified, may be in the same binder or loose-leaf cover. Section III must be submitted under seperate cover.

Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary or wanted. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Section I - Technical Approach

A technical approach that merely offers to conduct a program by the requirements of the Scope of Work will not be eligible for award. Offerors must submit a detailed explanation of the proposed technical approach with the tasks to be done in achieving the project objectives. The technical approach should be in as much detail as considered necessary to fully explain the proposed technical approach or method. The technical approach should reflect a clear and concise understanding of the nature of the work being undertaken. The Offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the statement of work and other opportunities for the Offeror and the Office of the Clerk to work as partners in improving broadcast of closed-captioning of House floor proceedings.

The technical approach must not contain reference to cost: however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that a clear understanding of the Statement of Work may be evaluated. The technical proposal must contain clear information on how the project is to be organized and managed. Information should be provided which will show an understanding and management of important events and tasks, to include provisions for uninterrupted coverage during periods of in-session House floor recesses and standby periods. Offerors must clearly explain in detail how the management and coordination of consultants/or subcontract efforts will be accomplished.

The extent the plans and procedures proposed will accomplish the tasks specified in Section C (and any corresponding appendices in Section J) should be clearly described along with evidence of their quality, appropriateness and corresponding sound, proven management structure. Proposals will be evaluated on the specific approaches to provide real-time, gavel-to-gavel closed-captioning of the House's floor proceedings. This approach shall include, at minimum, the demonstrated, detailed methodology for performing the tasks as contained in the statement of work.

The Offeror shall include a project management approach to delivery of captioning services to the House as well as working with the COR and House Recording Studio personnel. This should include:

- · Ensuring proper planning for work breakdown and schedules
- · Service team structures
- · Reporting of contract performance on an accurate and objective basis and identification of any problems or issues as early as possible
- · Working relationship with the COR and House staff
- · Methodology for monitoring performance and measuring accuracy (WPM/errors)

The Offeror shall provide resumes of all key program management personnel. Staff capabilities will be evaluated based on depth of captioning and technical experience.

Provide organization charts showing the chain of command of supervision and management staff proposed for the contract. Provide background and qualifications of the Program Manager to be assigned to the operation and a brief resume on the key management personnel listed in the chain of command (2 page maximum).

The Offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the Offeror intends to staff this contract (with key and non-key personnel) on days that the House is in session, both during House floor proceedings and during House floor recess periods (standby subject to the call of the Chair), so as to successfully meet all the requirements of the Statement of Work.

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Column heads for Project Staffing Table, for guidance only:

Name, proposed position and labor category, proposed labor rate, position description, key or non key staff indication, duration of duty, frequency of duty, rotation plan.

Additionally, the Offeror shall submit personnel resumes (2 pages per person maximum) for key personnel who shall be assigned to this contract.

Section I should also include the following:

- (1) Procedural Plan: This plan will fully describe the Offeror's theoretical and technical approach to be employed to compy with the scope of work. The Offeror is reminded that the procedural plan will become part of the contract and the legal responsibility of the selected Contractor. The Offeror should obtain and provide documentation of the Offeror's ability to provide all personnel and services necessary to carry out the work described in the scope of work. The Offeror must show proof of access to a sufficient pool of highly-skilled persons who will be required for the extensive schedule of verbatim closed-captioning expected. The procedural plan will describe and include:
 - a. Production Plans: A detailed plan for the accomplishment of the tasks specified in the RFP. This will include a proposed production plan detailing the Offeror's schedule and procedures for delivering the gavel-to-gavel, effective verbatim closed-captioning.
 - b. Production Center: A captioning production center will be described in the Offeror's proposal. It will minimally include a description of facilities, capacity, equipment and back-up systems, and personnel. The training procedures to be used in providing expert usage of the center's facilities and procedures will be part of the description presented in the offer.
 - c. Resources/Facilities/Equipment: Identify how the Offeror non-personnel resources available for use in carrying out the contract activities will be use for this project. The Offeror is reminded that all captioning services required in this RFP will be done at a location exclusive from the U.S. Capitol Grounds, including the U.S. Capitol Building and the buildings of the U.S. House of Representatives and the U.S. Senate.
 - d. Accuracy: The offer will describe the level of accuracy to be set as the accuracy-to-be-expected in a random sampling of the fully operational projects' closed-captions, and offer a detailed plan for achieving and enhancing this accuracy level.
 - e. Support and Delivery: The Offeror will provide documentation to support and assure timely delivery of captioning despite sometimes unavoidable tight production schedules.
 - f. Training and Control Procedures: The Offeror will describe, in detail, the training and quality control procedures that will be implemented on this project to ensure accuracy and quality of the closed-captioning services.
 - g. Phase-In/Phase Out Procedures: The Offeror will describe, in detail, the processes for an uninterrupted transfer from incumbent contract to your organization, should you be selected, and the steps to be followed for successful ramp-up and commencement of performance. Describe, in detail, your organizations phase-out procedures in the same fashion.
 - h. Management Plan: The Offeror shall present a management plan that will show the feasibility of carrying out the Offeror's technical approach. The plan must include a staffing table that shows the number of days and hours for each staff member who is assigned to complete each task required in the statement of work.
 - i. Personnel (Key and non-Key): Identify personnel by title, position, academic background, relevant experience, responsibilities within the contract period, percentage of time and number of hours and days committed to the contract period, and the extend to which this commitment is assured. Personnel who are subcontractors or consultants of the Offeror will be identified accordingly.

Section II - Corporate Capabilities/Past Experience

This section shall contain the Offeror's corporate capabilities and past experience. Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

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The Offeror shall provide references for five (5) current or recent (within three years) customers and five (5) past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contract; e.g., labor hours, fixed price, management fee or other.

Section II should include the following:

- a. "Section G Contract Administration." Offeror shall complete the required sections of Section G.
- b. "Section K Representations, Certifications, And Statements Of Offerors." Offeror shall complete the required sections of Section K.
- c. Other Contractual Commitments: The proposal will show the time commitments to both Federal and non-Federal contractual obligations by all personnel, including consultants, who are assigned to the project. Assigned personnel must be assigned by name and the percentage of time and the number of days/hours allocated to those contractual obligations. The proposal will also list any pending contractual obligations.

Section III - Price Proposal

Section III should include the following:

- a. "Section A of RFP." The Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- b. "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements.

Please propose pricing in the form of a fixed price for all services and equipment in accordance with Section B. Provide any chrages which would be incurred by the House, or direct responsibility for payment or reimbursement.

Note: Offerors whose products are misrepresented during the solicitation phase, who are subsequently awarded a contract, will be subject to the penalty provisions of the contract.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make one award to the Offeror whose proposals meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Live Captioning Test
- (3) Management approach
- (4) Corporate capabilities
- (5) Past performance
- (6) *Price

*The proposal is presumed to represent the Offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

- 1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach. The estimated costs to correct any deficiencies in the Offeror's proposal will also be evaluated.
- 2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the Offeror's understanding of the requirements.
- 3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award one contract resulting from this solicitation to the responsible Offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award one contract without discussion. Therefore, each initial offer should contain the Offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

M.3 HC.13.003 EVALUATION OF QUOTES

MAY 2002

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The House will select based on an integrated assessment of the Offeror's management approach, live transmission test, corporate capabilities/past performance, and cost.

Section J – Attachments

Appendix A: Affirmation of Non Disclosure Form - 1 page

Appendix B: Sample Staffing Plan - 1 page

Appendix C: Data Input Characteristics of the Smart Encoder III, Model EN-470-D1 - 2 pages

Appendix D: Survey of the House Legislative Activity - 1 page

Affirmation of Non-Disclosure

This statement should be signed by employees whose positions are created by the Committee on House Administration under the House Employees Position Classification Act that have access to electronic communications services. This statement should also be signed by personnel contracted to provide electronic communication or consulting services with or to the House at large. This affirmation must be signed prior to commencement of work by such employees. Copies of the executed oath shall be retained by the employing authority as part of the records of the House.

I do solemnly swear (or affirm) that I will not disclose any information relating to private or privileged electronic/verbal/written communications received in the course of my service with or to the U.S. House of Representatives, except as authorized by the Committee on House Administration or in accordance with the Rules of the House of Representatives.

Contractor Personnel Name	Title	
Signature	Date	2
Company Name:		
Contract Number:		
Program Manager:		

Place two copies of the acknowledged forms in a sealed envelope with the following words marked on the outside of an envelope "Affirmation of Non-Disclosure Forms" and mail or deliver to the Contracting Officer's Representative. In addition, ensure that the front of the envelope contains the following information:

DATE, CONTRACT NUMBER, COMPANY NAME, and POINT OF CONTACT

J-1

Appendix B: Sample Staffing Plan

SAMPLE PROJECT STAFFING TABLE - For guidance purposes only

Name	Proposed Position And Labor Category	Proposed Labor Rate	Position Description	Key Non/ Key
Name #1	Project Manager	\$100/hr	Overall responsibility of project 6 years PM experience required, etc.	Key
Name #2	Senior Software Engineer	\$150/hr	Designs major NT systems, 10 years min. experience, etc.	Key
Name #3	Systems Analyst	\$80/hr	Evaluates system processes, 5 years min. experience, etc.	Non
Name #4	Technical Writer	\$75/hr	Writes technical manuals, 6 years min. experience, etc.	Key

EN470 Smart Encoder III

Standard Definition NTSC EIA-608B encoder used to encode closed captions into a video signal.

The Model EN470 Smart Encoder III is the standard for Broadcast Closed Caption Encoders. It can recover existing Line 21 code from the input video signal and insert locally supplied captions and text into Line 21 of either field, XDS data into field 2 or process both fields simultaneously. The EN470 has three RS232/RS422 Data Ports and one fixed RS422 Port. The user may configure these Data ports according to their operational needs. The encoder comes with one built in Modem and provision for a second internal Modern. The moderns can be used as alternate ports in addition to the three RS232 ports.

ENCODER INPUT VIDEO CHARACTERISTICS

Video Input Level Video Input Circuit 1.0v p-p, Back Porch nominally at Ground Terminated except in by-pass mode

Input Impedance

75 Ohms

Input Return Loss

>= 40dB to 5 MHz.

DECODER INPUT VIDEO CHARACTERISTICS

Video Input Level

1.0v p-p, Back Porch nominally at Ground

Input Impedance

75 Ohms

Input Return Loss

>= 40dB to 5 MHz.

Input S/N Ratio

Unit will function down to 25 dB ratio (CCIR weighted) with typically one error per row at that level

ENCODER OUTPUT VIDEO CHARACTERISTICS

Video Output Level

Out 1 bypass protected, OUT 2 & 3 Auxiliary video outputs. 1.0V p-p Nominal

Insertion Gain Output Impedance Unity, ±2 IRE 75 Ohms nominal 30dB to 5 MHz

Output Return Loss Output DC Level

0V, ± 50mV at back porch level

Clamp Type

Keyed-back porch

Frequency Response

± 0.1dB, 50KHz to 5MHz; +0.1dB, -0.5dB 5MHz to 8MHz

Line Tilt

Less than 1%

Field Tilt

Less that 1%

Differential Gain

0.5% at 1V p-p 10-90% APL 0.25 degrees at 1V p-p 10-90%APL

Differential Phase Signal-to-Random-Noise Ratio

65dB or greater CCIR weighting

Spurious Signals

At least 60dB down (up to 5MHz); At least 40dB down (above 5MHz)

Keying Transients

Less than 2 IRE units

DECODER OUTPUT VIDEO CHARACTERISTICS

Video Outputs

2 provided

Video Output Level Insertion Gain

1.0V p-p nominal Unity, ± 2 IRE 75 Ohms nominal

Output Impedance Output Return Loss Output DC Level

30dB to 5 MHz 0V, ± 50mV at back porch

Clamp Type

Keyed-back porch

Frequency Response

± 0.1dB, 50KHz to 5MHz; 0.1dB, -0.5dB 5MHz to 8 MHz

Line Tilt

Less than 1%

Field Tilt

Less than 1%

Signal-to-Random-Noise Ratio

Character Background Level

65dB or greater CCIR weighting

Spurious Signals

At least 60dB down up to 5MHz; At least 40dB down above 5MHz

Character Video

90 units 10 units

DATA INPUT CHARACTERISTICS

Data Ports

Three Ports via RJ 11 jacks

Serial Data Format

RS232C, settable between 1200-38400 Baud, typically 7 data bits, odd parity, 1 stop bit.

Modem

Provision for 2 modems, full duplex operation over PSTN per WECO 212A.

FRONT PANEL CONTROLS & DISPLAY

Display

2 x 24 LCD, back-lit display showing unit operating conditions.

Power (On/Off) Encoder ON

Push-button switch with integral circuit breaker. White band indicates Off state. Push-button switch controls bypass state. LED lit for non-bypassed state.

Selection Reset

Three push-buttons used to control the decoder state or the menu selections. Flush Push-button switch, resets the encoder.

REAR PANEL CONNECTORS

Encoder Video In BNC connector, internal 75 Ohm termination when not by-passed.

Encoder Out 1

BNC 75 Ohm connector, unity gain output. bypass protected, external termination required. BNC 75 Ohm connector, unity gain output. not bypass protected, external termination required. Encoder Outs 2 & 3

Decoder Video In

BNC 75 Ohm connector, 1V p-p nominal level.
BNC 75 Ohm connector, 1 V p-p out when terminated by 75 Ohms.
0.3V p-p positive data stream, 75 Ohm Contains the entire Line 21 data. Decoder Out 1 & 2 NC Code

Key Pulse 0.7V p-p, 75 Ohm. Positive rectangular pulse covering the duration of the active time of Line 21.

Six RJ 11 Jacks for P1, P2, P3, Ma, Mb and VTR Control Data

Power Standard captive 3-wire line cord, 5 feet long.

PHYSICAL CHARACTERISTICS

1.75 inches (4.4 cm) Height Width 19 inches (48.3 cm) 10 inches (25.4 cm) Depth

Mounting Designed for rack mounting with or without chassis slides.

9 lbs. (4.1kg) 0øC, +50øC Weight Ambient Operating Temp

POWER REQUIREMENTS

50/60 Hz Line Frequency Line Voltage 117 VAC 10% Line Current 0.3 A maximum Input Power 36 W

Circuit Protection Internal to On/Off switch, 0.4 A.

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Date House Adjourned	12/15/2000	12/20/2001	11/22/2002	12/9/2003	12/31/2004	12/22/2005	n/a
Legislative Days in Session	135	142	123	133	110	140	30
Calandar Dave in Spession	138	146	N/A	138	N/A	N/A	N/A
Total Hours in Session	1054	922	772	1015	879	1067	206
Average Hours per Day	7.81	6.49	6.27	7.63	7.99	7.62	6.87
Total Massires Passed	877	592	623	674	747	715	129
Louis Poll Call Votes (includes Orionims)	603	512	484	229	544	671	110
Discussion Calls	0 00	2	_	2	_	2	_
Public Laws	279	109	199	136	216	119	43
* 2006 data is for January through April only							
N/A - data not available							